

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No. 0004		3. Effective Date 2005APR22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By HQ AFSC AMSFS-CCA-M JAN BATSON (309)782-5452 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BATSONJ@AFSC.ARMY.MIL		Code W52P1J		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W52P1J-04-R-0227	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2005MAR08	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed	
(Signature of person authorized to sign)				By _____ /SIGNED/		(Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
FLEXIBLE LINEAR SHAPPED CHARGE, 225 GRAIN
NSN: 1375-01-079-3909/M115

FLEXIBLE LINEAR SHAPPED CHARGE, 600 GRAIN
NSN: 1375-01-079-3905/M119

THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

- A. In accordance with clause entitled "FIRST ARTICLE APPROVAL-GOVERNMENT TESTING", para (b) disposition of First Article samples will be provided within 60 days.
- B. Revise clause ES6035 entitled "SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)".
- C. Revise the schedule as shown in Section B, pages 3-6.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><div>PRODUCTION QUANTITY</div><div>1645</div></div> <div>NSN: 1375-01-079-3905 NOUN: FLEX LIN SHAPED CHG 225G FSCM: 53711 PART NR: 5206213-2 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: 4I3A0154M2PRON AMD: 04</div> <div>DISREGARD THE PRICING LINES ABOVE. ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS EXHIBIT C OF THE SOLICITATION.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB4141A601 W53XMD J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 411 0240 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W81YWB4141A602 W44XMF J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 412 0240 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</div>		EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W81YWB4141A603 W22PVK J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 412 0315 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 004 W81YWB4141A604 W67G23 J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 410 0315 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
	ML15 FIRST ARTICLE SAMPLE UNITS		LO	\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	FIRST ARTICLE TEST SAMPLES FOR YEAR 1 WILL BE DELIVERED 120 DAYS AFTER CONTRACT AWARD. IF REQUIRED, THE FAT DELIVERY FOR EACH SUBSEQUENT YEAR WILL BE NEGOTIATED BY THE PARTIES. REFER TO SECTION E AND I FOR INSTRUCTIONS ON FIRST ARTICLE TEST. (End of narrative F001)				

DISREGARD THE PRICING LINES ABOVE.
ALL PROPOSED UNIT PRICING WILL BE
DONE ON THE PRICING MATRIX WHICH
IS EXHIBIT C OF THE SOLICITATION.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div>PRODUCTION QUANTITY</div> <div>NSN: 1375-01-079-3909 NOUN: FLEX LIN SHAPED CHG 600G FSCM: 53711 PART NR: 5206213-6 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: R14A0F074I PRON AMD: 03 AMS CD: 41500684032 CUSTOMER ORDER NO: N0007404MPDFQ42</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 N4906533074Q06 N00109 J 3 PROJ CD BRK BLK PT 841 DEL REL CD QUANTITY DAYS AFTER AWARD 001 954 0390 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (N00109) ATLANTIC ORDNANCE COMMAND P O BOX 410 YORKTOWN VA 23691-0410 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 N4906533074Q07 W53XMD J 3 PROJ CD BRK BLK PT 841 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1,908 0465 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT</div>	2862	EA	\$	\$

DISREGARD THE PRICING LINES ABOVE.
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DONE ON THE PRICING MATRIX WHICH
IS EXHIBIT C OF THE SOLICITATION.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p><u>ML19 FIRST ARTICLE SAMPLE UNITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FIRST ARTICLE TEST SAMPLES FOR YEAR 1 WILL BE DELIVERED 315 DAYS AFTER CONTRACT AWARD. IF REQUIRED, THE FAT DELIVERY FOR EACH SUBSEQUENT YEAR WILL BE NEGOTIATED BY THE PARTIES. REFER TO SECTION E AND I FOR INSTRUCTIONS ON FIRST ARTICLE TEST.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
				<p><u>DISREGARD THE PRICING LINES ABOVE.</u> ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS EXHIBIT C OF THE SOLICITATION.</p>	

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED LOCAL	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
<p>a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: WEAPONS SPECIFICATION (WS) WS21393E, TABLE I. The sample units shall be delivered by the Contractor Free on Board (FOB) destination. The sample units shall be delivered to the test facility identified below.</p>			
TEST - All examinations and tests listed under "Test Sequence".			
REQUIREMENTS - Section 3, of WS21393E			
SAMPLE SIZE - See Table I			
TEST FACILITY - NAVSURFWARCENDIV Crane, Code 05			
<p>b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.</p>			
LAP FACILITY: Contractor's plant			
<p>c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.</p>			
<p>d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.</p>			
<p>e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.</p>			
<p>f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.</p>			
<p>g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.</p>			
<p>h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.</p>			
<p>i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.</p>			
<p>j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.</p>			

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k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)